INSURANCE INFORMATION

Any notices, request, demands, and other communications required to be in writing shall be deemed to have been duly given if delivered by hand or certified mail and addressed as follows or to such addresses as a party may designate in writing.

Association:

Cassaundra M. Johnson
Sponsorship Sales Representative
Los Angeles County Fair
P. O. Box 2250, 91769-2250
1101 West McKinley Avenue
Pomona, California 91768

Marlboro Music:

Jose Fontanez
Manager
Marlboro Music
120 Park Avenue
New York, New York 10017-5592

Association, at its own expense, agrees to procure and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, including public liability insurance, for the combined coverage of not less than One Million Dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. The insurance certificates shall name Philip Morris U.S.A. as insured insofar as Marlboro and Marlboro Music's participation in the Los Angeles County Fair is concerned. Coverage for Marlboro and Marlboro Music's personal property is not included.

Unless other arrangements are made with Association, Philip Morris U.S.A. and Marlboro to furnish original certificates of insurance to Association. The original certificates of insurance from the insurance company must be acceptable to Association and shall be delivered to Association by **August 1, 1994.** The term of this insurance must be for the duration of this Agreement period.

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Certificates must include the following coverages:

a) Comprehensive general liability insurance and where appropriate, public liability and product liability insurance for the combined coverage of not less than One Million Dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage. Comprehensive general liability insurance certificates, public and product liability insurance certificates shall name Philip Morris U.S.A., Marlboro and Marlboro Music as insured on the certificates and the County of Los Angeles, the Los Angeles County Fair Association, and their agents, servants, and employees are to be named additional insured but only "insofar as the operations under this Agreement are concerned." It must also name the Los Angeles County Fair as the Certificate Holder.

b) Current certificate of insurance proving Worker's Compensation Insurance and Employer's Liability Insurance coverage for Philip Morris U.S.A., Marlboro, its agents or partners' employees.

c) Certificates of insurance shall provide that they may not be cancelled without 10 days advance written notice to Association. Association reserves the right to require other insurance coverages as Association deems appropriate.

COMMERCIAL SPACE TERMS AND CONDITIONS

1. **Association** agrees to provide Marlboro an 8'x8' storage space location as near as possible to its booth location. Marlboro to be responsible for providing a lock for said storage space location. The $210.00 fee for said storage space will be waived by Association.

2. **Marlboro** agrees to be responsible for non-Fair costs incurred for set-up, tear-down and operation of its space locations.

3. **Marlboro** agrees to abide by the Fair's desire to protect the rights of concessionaires, novelty concessionaires and official sponsors, by agreeing not to give-away as prizes or promotional gifts balloons, visors, caps and tee-shirts (with or without logos) or other such promotional items without prior written authorization by Fair management.

4. **Marlboro** agrees to produce any banners and signs used to promote Marlboro and Marlboro Music at the Fair. Size, location and artwork of Marlboro's promotional material to be mutually agreed upon on or before August 15, 1994. The Fair will have final right-of approval of all promotional copy used to promote Marlboro at the Fair, approval not to be unreasonably withheld or denied.

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COMMERCIAL SPACE TERMS AND CONDITIONS continued:

5. **Marlboro** agrees to be responsible for costs incurred to rent any of the following items for use at its booth during the 1994 Fair. Approximate prices are as follows; 8' table w/o skirting $30.00 ea.; w/skirting $50.00 ea.; folding chair $5.00 ea.; plastic molded chair $10.00 ea.; padded chair $20.00 ea.; wastebasket $6.00 ea..

6. **Marlboro** agrees to be responsible for the $36.00 fee to purchase a Temporary Grounds Service Sticker, if applicable. All vehicles entering the grounds (before Fair hours) from September 9 to October 2 must display a Temporary Grounds Service Sticker.

   The Temporary Grounds Service Sticker provides Marlboro vehicle access on the grounds to re-stock its promotional booth. Vehicles are not allowed on the grounds during the Fair's regular operating hours.
   Marlboro must provide the Fair a certificate of insurance covering any vehicle entering the grounds with a Temporary Grounds Service Sticker, on behalf of Marlboro. In addition, the Fair requires a photocopy of any and all vehicle operator(s) drivers license.

7. **Marlboro** agrees to be responsible for the procurement and delivery of all promotional material which Marlboro and Marlboro Music will display under the terms of this Agreement. Marlboro agrees to deliver promotional material to the Fair on or before August 20, 1994.

8. **Marlboro** agrees to be responsible for maintaining its booth space in an attractive manner. The booth space(s) to be staffed by Marlboro personnel all open hours of the Fair.

9. **Marlboro** agrees to abide by all the rules, regulations and procedures of the of the Los Angeles County Health Department, the Los Angeles County Fair including those described in the 1994 Los Angeles County Fair Participant's Manual and in the Commercial Sales space application all of which are made a part of this document by reference.

   The 1994 Participant's Manual will be available on or before September 1, 1994. A 1993 Participant's Manual is enclosed for reference purposes.

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